

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

TOWN OF PLYMOUTH,  
Plaintiff,

v.

VEOLIA WATER NORTH AMERICA –  
NORTHEAST LLC, VEOLIA WATER NORTH  
AMERICA OPERATING SERVICES LLC,  
VEOLIA NORTH AMERICA, INC., AMERICAN  
HOME ASSURANCE COMPANY, INSURANCE  
COMPANY OF THE STATE OF  
PENNSYLVANIA, AMERICAN  
INTERNATIONAL GROUP, INC., ACE  
AMERICAN INSURANCE COMPANY, CDM  
SMITH, INC., P. GIOIOSO & SONS, INC., and  
STANTEC CONSULTING SERVICES, INC.,  
Defendants.

C.A. No. 1:16-cv-10451-DJC

**ANSWER OF STANTEC CONSULTING SERVICES, INC.  
TO PLAINTIFF'S AMENDED COMPLAINT**

Defendant, Stantec Consulting Services, Inc. (“Stantec”) answers the enumerated paragraphs of Plaintiff’s Complaint as follows:

1. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
2. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
3. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
4. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.
5. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

6. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

7. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

8. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

9. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

10. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

11. Admitted.

12. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

13. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

14. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

15. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

16. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

17. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

18. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

19. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

20. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

21. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

22. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

23. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

24. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

25. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

26. To the extent this paragraph is directed against Stantec, it is denied. Otherwise, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

27. To the extent this paragraph is directed against Stantec, it is denied. Otherwise, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

28. The referenced documents speak for themselves and Stantec denies any allegations inconsistent with the terms of those documents.

29. The referenced documents speak for themselves and Stantec denies any allegations inconsistent with the terms of those documents.

30. The referenced documents speak for themselves and Stantec denies any allegations inconsistent with the terms of those documents.

31. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

32. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

33. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

34. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

35. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

36. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

37. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

38. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

39. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

40. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

41. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

42. The document referenced speaks for itself and Stantec denies any allegations in this paragraph inconsistent with the terms of that document.

43. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

44. The document referenced speaks for itself and Stantec denies any allegations in this paragraph inconsistent with the terms of that document.

45. The document referenced speaks for itself and Stantec denies any allegations in this paragraph inconsistent with the terms of that document.

46. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

47. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

48. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

49. Stantec admits that FST was retained pursuant to a contract with Gioioso to perform certain services in connection with the Project at issue in this litigation, but states that

the contract speaks for itself and denies any allegations this paragraph inconsistent with the terms of that contract.

50. Stantec admits that FST was retained pursuant to a contract with Gioioso to perform certain services in connection with the Project at issue in this litigation, but states that the contract speaks for itself and denies any allegations this paragraph inconsistent with the terms of that contract.

51. Stantec admits that FST was retained pursuant to a contract with Gioioso to perform certain services in connection with the Project at issue in this litigation, but states that the contract speaks for itself and denies any allegations this paragraph inconsistent with the terms of that contract.

52. Admitted.

53. This paragraph calls for a legal conclusion to which no response is required.

54. To the extent this paragraph is directed against Stantec, it is denied. To the extent this paragraph is directed against Gioioso, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

55. To the extent this paragraph is directed against Stantec, it is denied. To the extent this paragraph is directed against Gioioso, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

56. To the extent this paragraph is directed against Stantec, it is denied. To the extent this paragraph is directed against CDM, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

57. To the extent this paragraph is directed against Stantec, it is denied. To the extent this paragraph is directed against CDM, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

58. Stantec denies that it failed to perform its services in accordance with the applicable standard of care and/or did anything else legally actionable. To the extent this paragraph is directed against other parties, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

59. Stantec denies that it failed to perform its services in accordance with the applicable standard of care and/or did anything else legally actionable. To the extent this paragraph is directed against other parties, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

60. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

61. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

62. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

63. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

64. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

65. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

66. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

67. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

68. Stantec denies that any of its design services were deficient. To the extent this paragraph is not directed against Stantec or implies that Stantec performed any actions that are legally actionable, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

69. Stantec denies that any of its design services were deficient. To the extent this paragraph is not directed against Stantec or implies that Stantec performed any actions that are legally actionable, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

70. Stantec denies that any of its design services were deficient. To the extent this paragraph is not directed against Stantec or implies that Stantec performed any actions that are legally actionable, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

71. Stantec denies that any of its design services were deficient. To the extent this paragraph is not directed against Stantec or implies that Stantec performed any actions that are legally actionable, Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

72. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.



73. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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105. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

106. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

107. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

108. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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112. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

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116. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

117. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

118. Stantec lacks sufficient information or belief to either admit or deny the allegations of this paragraph.

### **COUNT I**

119. Stantec repeats and realleges paragraphs 1 through 118.

120. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

121. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

122. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

123. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

124. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

### **COUNT II**

125. Stantec repeats and realleges paragraphs 1 through 124.

126. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

127. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

128. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

129. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

130. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

131. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

### **COUNT III**

132. Stantec repeats and realleges paragraphs 1 through 131.

133. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

134. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

135. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

136. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

137. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

### **COUNT IV**

138. Stantec repeats and realleges paragraphs 1 through 137.

139. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

140. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

#### **COUNT V**

141. Stantec repeats and realleges paragraphs 1 through 140.

142. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

143. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

#### **COUNT VI**

144. Stantec repeats and realleges paragraphs 1 through 143.

145. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

146. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

147. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

#### **COUNT VII**

148. Stantec repeats and realleges paragraphs 1 through 147.

149. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

150. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

151. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

152. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

153. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

154. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

#### **COUNT VIII**

155. Stantec repeats and realleges paragraphs 1 through 154.

156. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

157. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

158. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

159. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

160. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.



161. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

**COUNT IX**

162. Stantec repeats and realleges paragraphs 1 through 161.

163. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

164. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

165. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

166. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

**COUNT X**

167. Stantec repeats and realleges paragraphs 1 through 166.

168. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

169. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

170. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

171. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

172. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

**COUNT XI**

173. Stantec repeats and realleges paragraphs 1 through 172.

174. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

175. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

176. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

177. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

178. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

179. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

180. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

181. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

**COUNT XII**

182. Stantec repeats and realleges paragraphs 1 through 181.

183. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

184. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

**COUNT XIII**

185. Stantec repeats and realleges paragraphs 1 through 184.

186. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

187. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

188. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

**COUNT XIV**

189. Stantec repeats and realleges paragraphs 1 through 188.

190. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

191. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

192. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

**COUNT XV**

193. Stantec repeats and realleges paragraphs 1 through 192.

194. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

195. The allegations of this paragraph are directed against another Defendant and, therefore, Stantec need not respond.

#### **COUNT XVI**

196. Stantec repeats and realleges paragraphs 1 through 195.

197. The terms of the referenced document speak for themselves and Stantec denies any allegations inconsistent with the terms of that document. To the extent this paragraph alleges that Stantec breached any responsibilities, it is denied.

198. Denied.

199. Denied.

200. The terms of the referenced document speak for themselves and Stantec denies any allegations inconsistent with the terms of that document. To the extent this paragraph alleged that Stantec breached any responsibilities, it is denied.

201. This paragraph calls for a legal conclusion, to which no response is required. To the extent a response is required, it is denied.

202. This paragraph calls for a legal conclusion, to which no response is required. To the extent a response is required, it is denied.

WHEREFORE, Stantec demands judgment enter in its favor and against Plaintiff with respect to all claims directed against it, that it be awarded its attorneys' fees and costs, and such other relief as the Court deems proper.

#### **JURY DEMAND**

Stantec demands trial by jury on issues to triable.

**AFFIRMATIVE DEFENSES**

1. The Federal Court lacks jurisdiction over this Amended Complaint.
2. The Amended Complaint fails to state a claim for which relief may be granted.
3. The Amended Complaint is barred by the doctrine of waiver.
4. The Amended Complaint is barred by the doctrine of estoppel.
5. The Amended Complaint is barred by the doctrine of laches.
6. The Amended Complaint is barred because the damages complained of were the cause of other parties over whom Stantec had no direction or control.
7. The Amended Complaint is barred or the damages should be limited by the doctrine of comparative negligence.
8. The Amended Complaint is barred by the applicable statute of limitations.
9. The Amended Complaint is barred by the applicable statute of repose.
10. The claim for indemnification is barred because there is no basis for invoking that provision.
11. The Amended Complaint is barred because of the failure of the Town to comply with a condition precedent to bring its suit.
12. The Amended Complaint is barred by the economic loss doctrine.

**STANTEC CONSULTING SERVICES, INC.**  
By Its Attorneys

/s/ Brian C. Newberry

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Boston, MA 02109

(617) 406-4500

(617) 406-4501 *fax*

Dated: June 1, 2016

**CERTIFICATE OF SERVICE**

I certify that on this 1<sup>st</sup> day of June, 2016, I filed this document through the Electronic Filing System and caused a true copy of this document to be served by electronic mail to opposing counsel:

Richard T. Holland, Esq. David J. Doneski, Esq. Deborah I. Ecker, Esq. Janelle M. Austin, Esq. Kopelman and Paige, P.C. Town Counsel 101 Arch Street, 12 <sup>th</sup> Floor Boston, MA 02110-1109 <a href="mailto:rholland@k-plaw.com">rholland@k-plaw.com</a> <a href="mailto:ddoneski@k-plaw.com">ddoneski@k-plaw.com</a> <a href="mailto:decker@k-plaw.com">decker@k-plaw.com</a> <a href="mailto:jaustin@k-plaw.com">jaustin@k-plaw.com</a> <i>Counsel for Plaintiff</i>	Logan R. Bergeron, Esq. Rhian M.J. Cull, Esq. Robert T. Ferguson, Jr., Esq. Hinckley Allen & Snyder, LLP 28 State Street, 24 <sup>th</sup> Floor Boston, MA 02109 <a href="mailto:lbergeron@hinckleyallen.com">lbergeron@hinckleyallen.com</a> <a href="mailto:rcull@haslaw.com">rcull@haslaw.com</a> <a href="mailto:rferguson@haslaw.com">rferguson@haslaw.com</a> <i>Counsel for Veolia Water North America - Northeast, LLC; Veolia Water North America Operating Services, LLC; American Home Assurance Company; Insurance Company of the State of Pennsylvania; American International Group, Inc.</i>
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/s/ Brian C. Newberry

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